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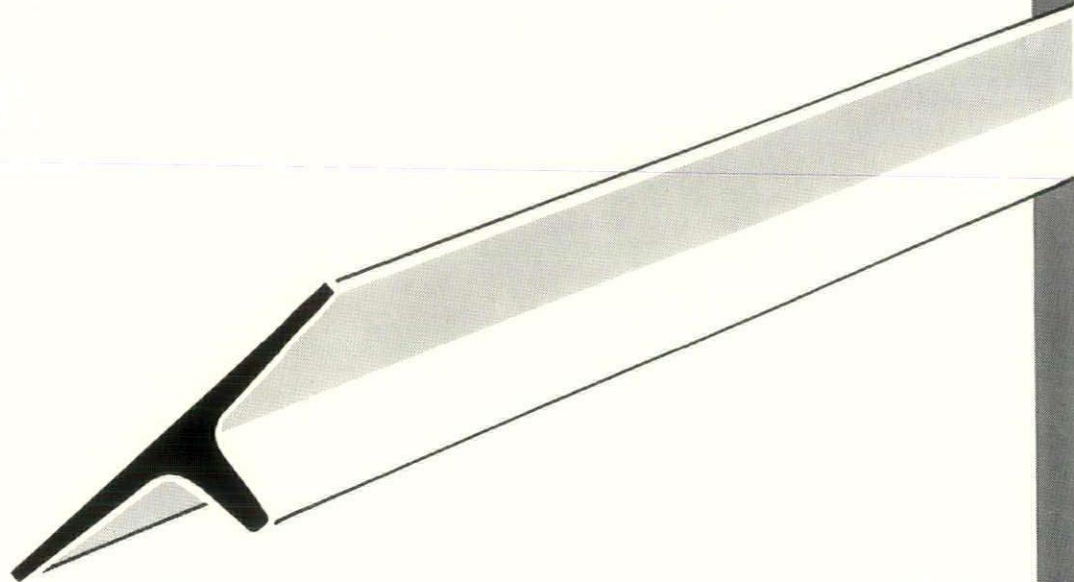
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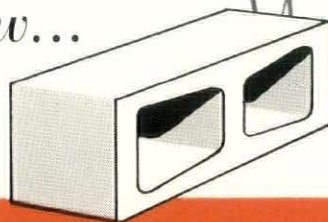
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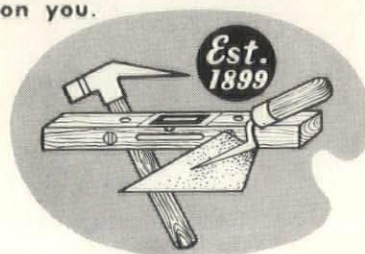


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THE COVER . . .

We noted last month that several designs had been submitted for covers by Raymond H. Strowd, partner in the Fort Myers firm of Cornwell and Strowd, Architects. This is the second of his sketches. He assures us it has no special graphic significance — but those with a penchant for symbolism might find some suggestion of structure in it, thus interpreting it as a visual forecast of next month's Convention theme — "Structural Arts and Architecture". And that's as good an explanation as any!

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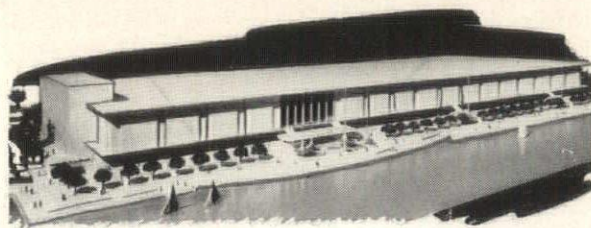
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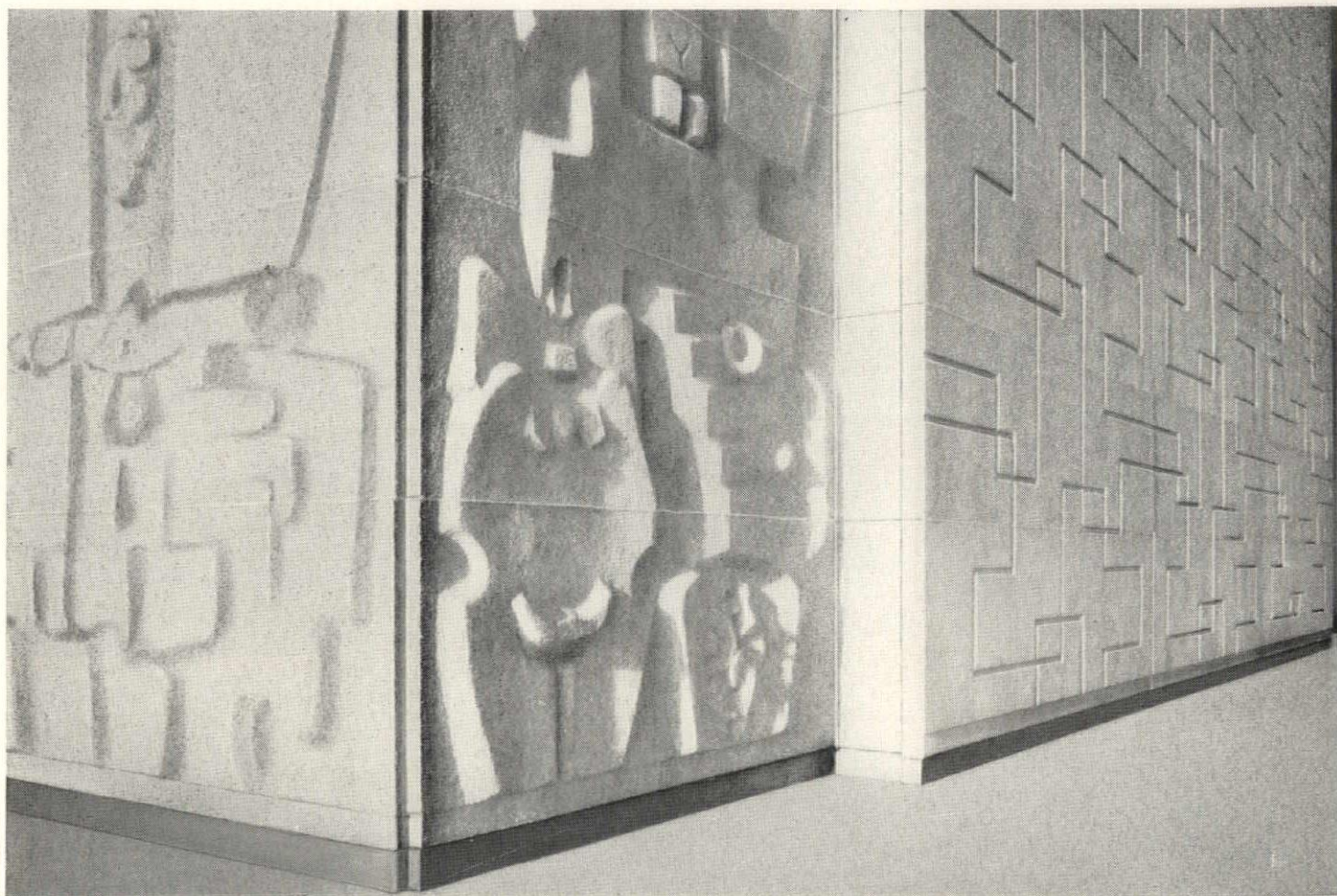
THE FLORIDA ARCHITECT

The CONCRETE



CURTAIN WALLS

of McCormick Place—new \$34,000,000 exposition center on Chicago's lakefront—were made of Trinity White portland cement and exposed white aggregate



(Top) Model of McCormick Place as seen from Lake Michigan. (Above) Close-up of the sculptured concrete panels

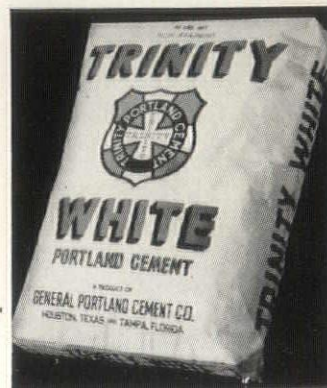
McCormick Place is one of the largest concrete structures in the world—three blocks long by a block wide and high as a ten-story building . . . 2,010 curtain wall panels made of Trinity White and white aggregate were used. Sculptured panel designs by Constantine Nivola.

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Top-Flight Speakers to Guide

Convention's Seminar Programs

It would be difficult to avoid superlatives in describing next month's Convention program. Program Chairman FREDERICK W. KESSLER—with the generous consultative assistance of P/A Editor THOMAS H. CREIGHTON, FAIA—has outlined a schedule of speeches and panel discussions that cannot help but stir the attention and interest of all Florida architects who have at heart the advancement of their professional capabilities.

For, truly, the roster of speakers contains some professional diamonds of the first water. And their contributions to the development of the Convention theme "Structural Arts and Architecture" should provide as memorable a two days as any in the FAA's 47-year convention history.

This year speakers have been organized into "Workshop Seminar" groups, rather than mere discussion panels. In Chairman Kessler's own words, "... we are attempting to bring out arguments, pro and con, within the panels and promote real 'hot' discussions. We feel that in this way the most interest can be developed. . . . We have an outstanding list of panelists and, at least from that score, this should be one of the most important conventions our state organization has ever had."

Further, the subjects of the various Workshop Seminars—three in all—run a wide gamut of time-oriented material. On Thursday afternoon the Seminar topic will be "Architecture and Technology." Panelists will be ROBERT M. LITTLE, FAIA, ALONZO HARRIMAN, FAIA, FELIX CANDELA, BRUCE GRAHAM, AIA, and GEORGE MATSUMOTO. They will discuss . . . *Relationship of modern architecture and technological development; the Bauhaus and beginnings of industrial design; the impact of new materials and mass production on architecture; new freedoms in plasticity and spans with domes, shells, hyperbolic paraboids . . .* In the light of such discussion, they will attempt an answer

to the question, *What controls must the architect exert over these new structural possibilities?*

The Friday morning Workshop Seminar has been titled "Concrete vs. Steel in Architectural Forms." Panelists will explore . . . *Plastic possibilities of concrete and the freedom of poured concrete vs. the discipline of precast concrete; the economics of structural forms; the concrete of Pei, Yamasaki, Bundschaff vs. that of Nervi, Candela and Salvadori; metal frames and their modular possibilities, and use of more plastic metal frames (not only steel).*

On Friday afternoon the title of the Workshop Seminar is "Esthetic Possibilities in New Structural Forms", and the panelists, ranging far afield, will consider such diverse questions as . . . *Will the search continue for new forms? What is architecture of the future likely to be—10, 100, 1,000 years hence? Is an architect capable of producing a satisfactory sculptural form—and if so, is it justified? What about its economics? Are we justified in producing uneconomi-*

cal designs for the sake of form? What should the profession be demonstrating to its public—experimentation and chaos, or maturity and style? What should architectural schools be teaching?

Unlike past conventions, the same men will serve as panelists at all three Workshop Seminars. As one result it is hoped that each will have a more than usual opportunity to develop his individual convictions to a greater extent than is usually possible—even though such development may be spread out in three panel sessions. Thus, from the panelists' standpoint, this will be an unusually hardworking convention. From the standpoint of those attending the Workshop Seminars the program provides an unique opportunity to consider the values of divergent viewpoints and thus to evaluate each in terms of his own individual experience and reaction. It is an ambitious convention program; and because this is so, it is a program that offers to each who attends it as much as he wishes to take from it. There is no doubt that to many, it will prove to be a high-assay motherlode of professional inspiration and value.

Three other important speeches are listed on the Convention's agenda. On Thursday, November 9, AIA President PHILIP H. WILL, JR., FAIA, will deliver an address which has been billed as "Greetings from the

(Continued on Page 6)



This is part of the hard-working FAA Convention Committee of the Palm Beach Chapter during a recent planning conference. They are, seated, left to right, Robert W. Wening, Jr., publicity; Kenneth Jacobson, general chairman; Beverly Stetson, womens' events; Howard E. McCall, product exhibits; Norman Robson, awards. Standing are, left to right, John Stetson, hospitality; Paul R. McKinley, students; John B. Marion, students; Roy M. Simon, entertainment; John T. Shoup, publicity; Harold A. Obst, chapter president; Samuel Ogren, Jr., program.

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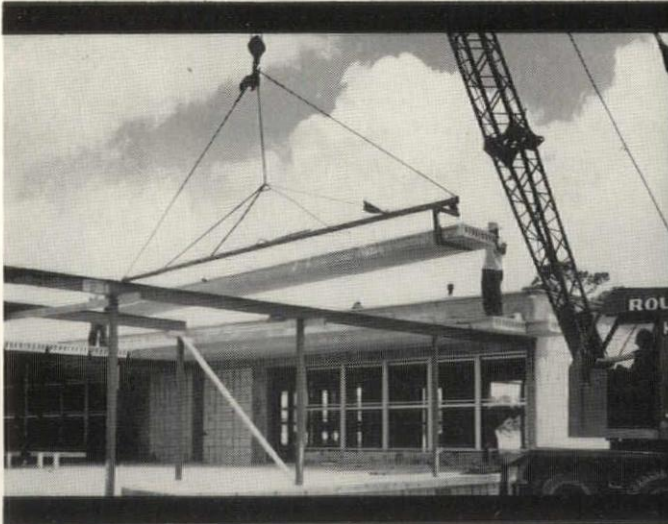
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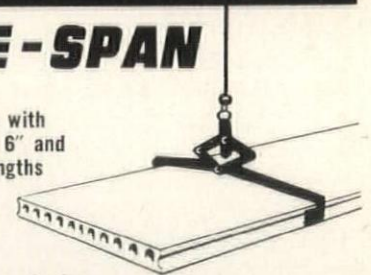
Sundial School, Fort Lauderdale. ARCHITECT: William G. Crawford, AIA. CONTRACTOR: John H. Payne, Inc. Wilton Manors.



Exceptional Child Center, Fort Lauderdale. ARCHITECT: John Evans, AIA. ENGINEER: D. E. Britt & Associates. CONTRACTOR: Tooker-Heath Construction Co., all of Fort Lauderdale.

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Convention...

(Continued from Page 4)

Institute." Friday afternoon, following the third Workshop Seminar, Sculptress GWEN LUX (Mrs. Thomas H. Creighton) will speak on "Sculpture and the Other Arts as Related to the Esthetics of Structural and Other Forms." She will be concerned with several questions . . . Should architect, engineer, sculptor, interior designer and artist collaborate, or should they be one person, as often in history? Are we attempting to integrate various phases of design, or are we completely divorcing them? Are we capable of close integration? Is the challenge too much for the architect? Is there a place for the 'other arts' in the work of Candela, Breuer, or Skidmore, Owings and Merrill?

Final address of the Convention, at the Saturday, November 11, closing luncheon, will be given by P/A Editor THOMAS H. CREIGHTON, FAIA. His topic will be "Summary of Convention Seminars." Here again will be a concern with questions . . . Have we accomplished our purpose? Will architecture and engineering

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grow further apart, or become completely integrated with the other arts? Do we understand each other's language? What is regionalism in architecture? Is Florida architecture different? Have we different problems?

This vocal side of the 47th Con-

vention program will pose many questions—questions that most practicing architects have recognized as important. And from the discussions born from the convictions and experiences of Convention speakers may emerge—dimly or clearly according to the individual—some important answers. The questions are professional in character. Answers to them may, or may not follow the same pattern. But whatever form they may take, they will be thought-provoking and constructive.

To The Ladies...

By BEVERLY STETSON

The majority of successful architects have wives in their business, professional and social lives. Mrs. PHILIP WILL, our A.I.A. president's wife is a stunning example, as were Mrs. JOHN NOBLE RICHARDS, Mrs. LEON CHATELAIN and others who stood beside their well-known husbands. Conventions of professional groups throughout the country now count the ladies and

(Continued on Page 24)

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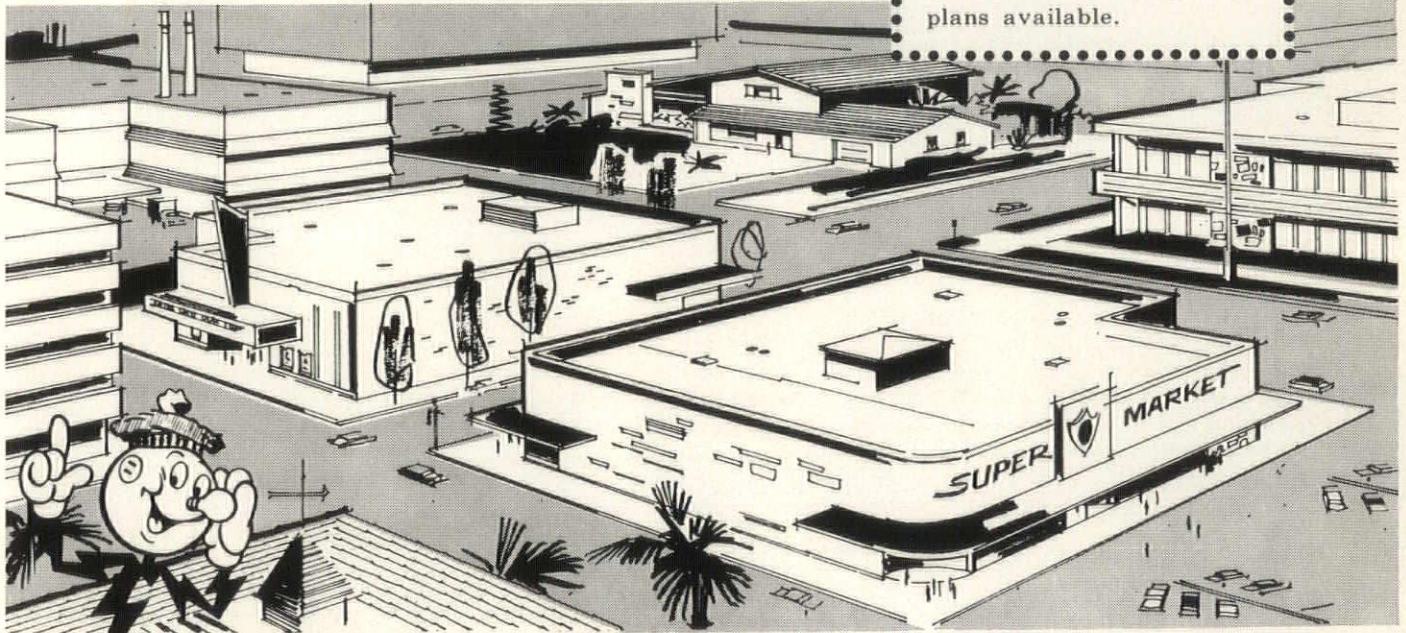
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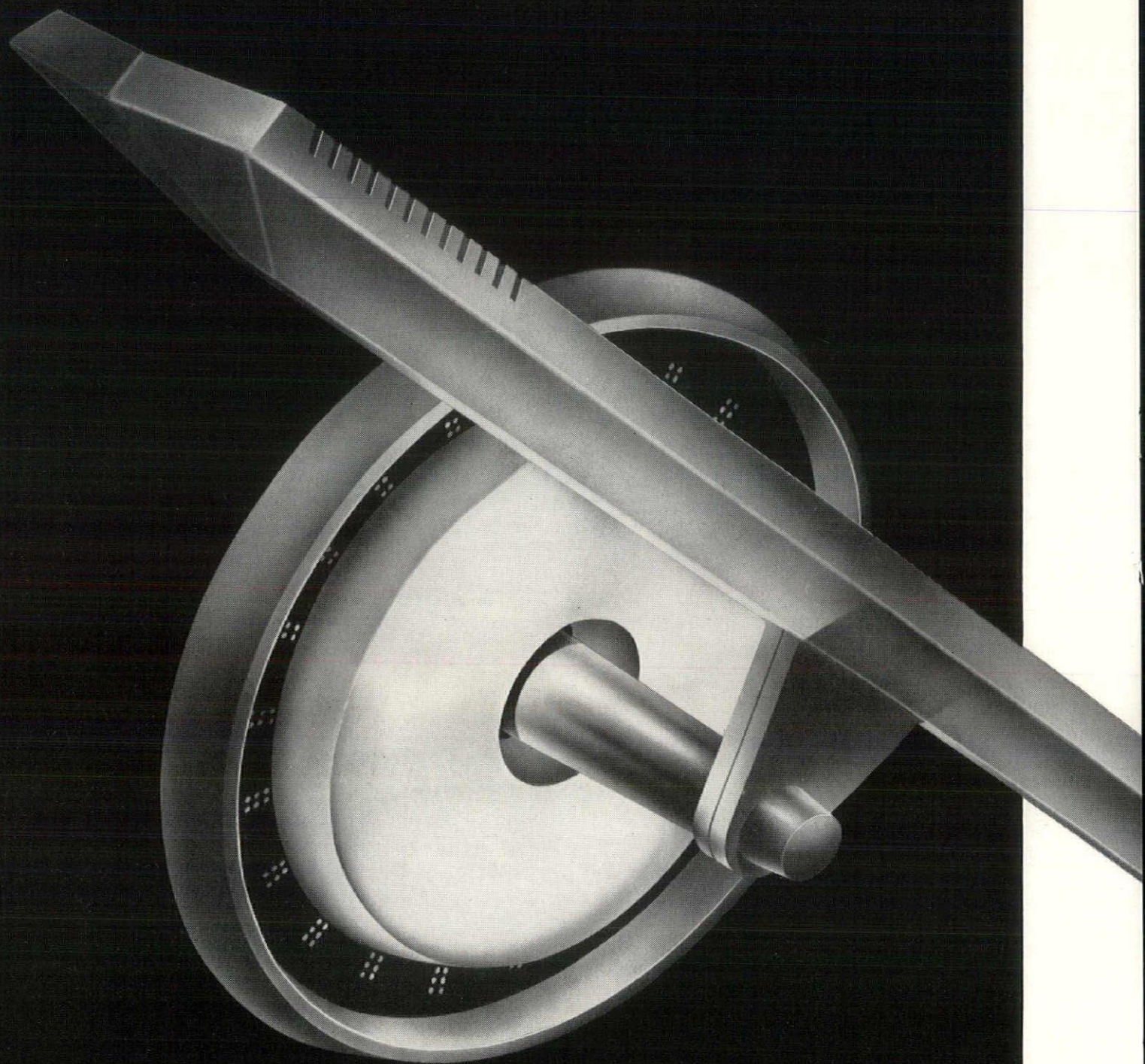
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The 1961

Office Practice

Seminar

Mr. Starnes—Our first speaker at this concluding seminar session is a native of Pennsylvania and a 1928 graduate of Pennsylvania State University. He has been in the insurance field ever since and in 1947 formed his own agency in Washington, D.C., VICTOR O. SCHINNERER & COMPANY, INC. He has been extremely active in Washington civic affairs as well as in his own profession. Some years ago he developed a program of liability insurance for the AIA; and as one result of his research and experience in this specialized field he has become an acknowledged authority on professional liability coverage. I present to you now Mr. VICTOR O. SCHINNERER from Washington.

Mr. Schinnerer—I am delighted to have the opportunity to participate in this panel discussion on the important subject of the liability and legal responsibilities of the architect.

First — Why?—The legal trend toward fixing liability on third parties began some years ago in cases involving manufactured products. Prior to this, the purchaser of a defective or injurious product could claim damages only from the person from whom he purchased these goods. It was generally accepted that the seller and the buyer had a legal relationship wherein one could be held responsible to the other. The manufacturer or the designer, on the other hand, was considered a third party, remote and removed from the transaction.

In recent years, however, the courts have tended to rule that the

The concluding session of the 1961 FAA Office Practice Seminar started at 3:15 p.m., June 10, 1961 at the Hillsboro Hotel, Tampa. Subject was "Omissions and Errors." Chairman of the meeting was EARL M. STARNES, AIA, of the Florida South Chapter. Speakers were VICTOR A. SCHINNERER, insurance counsellor, and WIL-

Part IV - Omissions and Errors

LIAM E. SHERMAN, attorney. As in the first two sessions of the Seminar, this was conducted as a panel presentation followed by a question and answer period. Unlike most of the previous speakers, Mr. Schinnerer read from a previously prepared document which is reproduced here in full as it was submitted.

manufacturer and designer could be held liable. This type of third party liability case came into prominence in 1916 when the owner of a Buick automobile was thrown from his car by the collapse of one of the old wooden-spoked wheels. The Buick Motor Company insisted that responsibility lay on the retail dealer who sold the car. But Justice Cardozo, in a famous decision, held that the manufacturer of the automobile was liable directly to the buyer. This was the famous MacPherson v. Buick Motor Company case.

Although for many years third party liability cases involved only goods, or, in legal language, "chattels", it was inevitable that the day would come when the concept might be extended to apply to those who supplied professional services.

Several years ago a two-year old boy was seriously injured when he fell off the rear stoop of an apartment house in Binghamton, New

York. His parents engaged a lawyer to determine who was responsible. Naturally, you would assume that this would be the owner of the apartment building who had a rental agreement with the boy's parents. Actually, a completely different person was also haled into court—the architect who had designed the building six years before. It was alleged that he had prepared an unsafe design by failing to put a railing around the stoop or by failing to have the center step extend for the stoop's full length.

Fortunately for the architect, the court released him from the suit because of a legal defect in the complaint against him. But the real significance of the ruling was the implication that if the court had concluded otherwise, the architect would have been liable. The court ruled:

"... we conclude that the 'principle inherent' in the MacPherson

(Continued on Page 10)

Omissions and Errors...

(Continued from Page 9)

doctrine applies to determine the liability of architects or builders for their handiwork. . ." (Macpherson v. Buick Motor Co., *supra*, 217 N.Y. 382, 111 N.E. 1050, L.R.A. 1916F, 696)

To architects, this opened up a new area of legal responsibility. The reason was that, historically, under what is known as "privity of contract", architects were considered to have a legal responsibility only with the owner who engaged them. Thus, they could be held liable only by the owner, not by others with whom they had no contractual relation. Today, however, this ancient concept of privity between two parties has been challenged and overthrown in the courts.

Although the architect was released in the Binghamton case, it is apparent that the language of the court has been taken seriously in other areas. Take the case of an architectural firm in the South that designed and supervised the construction of a hospital. There was nothing wrong with the design, but there was something wrong with the plumbing subcontractor's shop drawings! He failed to install a pressure relief valve that was called for in the architect's plans. Before the architect was notified that the boiler had been installed, the subcontractor ran a test, the boiler exploded and a workman was killed. His widow filed suit against many parties, including the architects and the consulting engineers.

She obtained a judgment of \$58,700.00 from the architects. In the words of the lower court judge, the architects are supposed to "snoop, pry and prod" and if they had done so in this case, they would have discovered the omission of the safety valve. The Circuit Court not only affirmed the decision of the lower court, but increased the judgment to \$83,000.00, stating that:

"In view of the circumstances here-in shown, we believe a duty existed on the part of the architect to use reasonable care toward the contractor and his employees as well as the various subcontractors and their employees whom the architect had every reason to anticipate would be involved in the construction of this

particular project. An architect employed to prepare plans for and supervise construction of a building or facility . . . must exercise reasonable diligence and care under the circumstances to protect against injury to those who may be reasonably foreseen to be imperiled by defective or improper construction or lack of adequate supervision."

The engineer was released from the suit when his attorney showed: 1) the contract between the architect and the engineer provided a reduced fee for the engineer with the implied understanding that he would not have to supervise the construction; and 2), the shop drawings which the plumbing contractor used were not approved by the engineer but were initialled by the architect.

The far-reaching implications of this startling case motivated the A.I.A. and the Louisiana Society of Architects to join the defendant architect in an appeal to the Supreme Court of Louisiana.

The verdict of the Supreme Court was a happy one for the architectural profession. The decision of the lower court was reversed and the architect was cleared of liability.

Thus, for the time being, this trend has been stayed in Louisiana. But many competent observers believe that while a battle has been won, the war will continue in other areas.

In addition to this new development, there has been a marked increase in the number of claims which have developed out of the architects' contractual relationship with the owner.

Take the case of an architectural firm that prepared plans for a bowling alley. A typist in the office made a typographical error that showed the building as 58 feet long instead of 68 feet. This disastrous mistake was never caught until the bowling equipment people arrived to install the alleys. By that time, the fat was in the fire. An additional ten feet of land, that could have been bought originally, was no longer available. Thus, the machinery to operate the pinsetters had to be located at the side of the alleys instead of at the end, the lighting had to be rearranged and there was a delay in opening the alleys which caused the loss of income to the owner. In this case, the owner collected \$19,850.00 in

damages of which Continental paid \$19,350.00 and the architect paid only the deductible amount, \$500.00

Or, take the case of the firm that designed a three-story reinforced concrete building for use as a laboratory. The design called for a six-inch roof slab of concrete and a roof fill of lightweight aggregate to protect the concrete slab and provide a draining slope. Expansion of the lightweight aggregate caused three parapeted walls to be displaced, resulting in damages in the amount of \$22,400.00. Even though the owner had approved the plans, the court awarded judgment against the architect.

The Court ruled that the architect should have obtained more accurate information about the characteristics of the material before specifying its use. In handing down this decision, the court said:

"An architect implicitly warrants not only that he has the skill, knowledge, and judgment required to produce a result that will meet the needs of his employer, but that in the preparation of plans and specifications and in the supervision of the work he will employ that skill, knowledge and judgment without negligence . . . he is liable to his employer if damage results."

This need for defense against law suits for damages has not been limited to the engineering and architectural professions. All kinds of third party liability suits have been on the increase — suits for bodily injury, property damage, loss of income, loss of services, etc. — based on real or imagined damages.

This inclination to attempt to collect for damages has spread and become a problem of great concern to all engaged in commerce, industry and the professions. Liability insurance seemed the obvious answer to this problem, but architects soon discovered that adequate policies were not generally available.

While professional liability insurance had been developed for the legal, medical, dental, accounting and other professions, most insurance companies, when asked to write a broad policy for architects and engineers, threw up their hands. The field was too wide and too unpredictable, covering, as it did, everything from a towering suspension bridge to the railing on a homeowner's porch.

Now, Just How Was the Policy Developed? — Approximately ten years ago, The American Institute of Architects appointed a Professional Liability Committee to study the trend toward third party liability and try to find a way to protect architects from suits for real or imagined damages. The Committee worked with various insurance agents and listened to anyone who wished to give advice or make a proposal.

Very little was accomplished until just about five years ago when the first real rays of hope appeared. The A.I.A. Committee discussed the problem with our firm (Victor O. Schinner & Company, Inc. of Washington, D. C., a firm of insurance analysts, brokers and consultants). We were interested. To us, it was a challenge as well as an opportunity. From that time on, our firm made liability for architects and engineers a pet project.

Our firm developed a questionnaire which was sent to all members of the A.I.A. by the Committee to determine some of the basic data necessary to successfully underwrite the insurance. The response was gratifying and the replies, when studied and tabulated, gave us a clear picture of the kind of coverage architects felt they needed. Working with the A.I.A. Committee on Professional Insurance, we developed a truly "Broad Coverage" Policy.

The next problem was to find a suitable insurance company to underwrite the policy. A Company had to be found which would meet the rigid requirements of the Committee for financial strength, stability and service facilities, and, at the same time, a company that would be willing to embark upon this new and untried field of professional liability insurance. After discussions with the executives of many insurance concerns, mutually satisfactory arrangements were worked out with the Continental Casualty Company, a \$400-million company and one of the largest and most respected in the industry.

Because the policy was tailor made to the requirements of the A.I.A. Committee, it was natural for A.I.A. to commend it to their members. This was done by the Board of Directors of The American Institute of Architects on November 28th, 1956.

From the beginning, our firm has worked closely with the A.I.A. Com-

mittee to disseminate information on this important subject to all members of the profession. As a result, there are now over 3,600 architectural and engineering firms insured under the A.I.A. commended program underwritten by our firm in the Continental Casualty Company.

With a valuable backlog of experience, available nowhere else, and with expert knowledge acquired in this specialized field, our firm has been able to obtain from Continental Casualty Company a series of improvements in the basic policy.

At the same time, in cooperation with the A.I.A. Committee, studies are being made of claims, law suits and legal trends to identify and disclose danger areas and alerts that can be passed on to A.I.A. members.

Informed counsel and advice on how to prevent and minimize claims can be one of the most valuable aspects of the program.

This knowledge and experience is also being utilized by the AIA-EJC Joint Sub-Committee, which has just completed a comprehensive study of the overall responsibilities and liabilities of architects and engineers. It was my good fortune to serve as consultant to this Committee.

Here are some of the provisions that the A.I.A. Committee wanted written into their ideal Professional Liability Policy. They are what make it a truly "Broad Coverage" policy. All of these items are included in the Continental Casualty Company Policy.

(Continued on Page 12)

The four-session, all-day Office Practice Seminar, held June 10, 1961, at the Hillsboro Hotel in Tampa, was the third such gathering to be sponsored by the FAA's Office Practice Committee. Seminar Chairman Earl M. Starnes, working with FAA President Robert H. Levison, organized the meeting into four sessions as follows:

10:00 AM....THE STUDENT AND THE ARCHITECT"

Chairman....J. Vance Duncan, AIA

Speakers....T. Trip Russell, AIA

Ronnie Ginn

Dale Freelove

Walter Raymond, AIA

11:15 AM...."ARCHITECT-ENGINEER COORDINATION"

Chairman....Robert H. Maybin, AIA

Speakers....Newton Ebaugh, PE

W. E. Bishop, PE

C. M. Spooner, Jr., PE

2:00 PM...."NEW AIA GENERAL CONDITIONS"

Chairman....Hilliard T. Smith, Jr., AIA

Speakers....Bernard B. Rothschild, AIA

3:15 PM...."OMMISSIONS AND ERRORS"

Chairman....Earl M. Starnes, AIA

Speakers....Victor A. Schinnerer,

Insurance Counselor

William E. Sherman

Attorney

This year, for the first time, proceedings of the seminar were tape-recorded. A resolution was adopted by the FAA Board of Directors at its June 9th meeting that "the pertinent portions" of these proceedings be published. The first three sessions were reported in July, August and September. This issue concludes the series...Most of the talks were delivered on an extemporaneous basis, thus a substantial re-writing from the transcript of the recording has been necessary to avoid the repetitions and fragmented sentences that invariably occur in the recording of such deliveries. However, all tape-transcripts have been edited with the care necessary to assure inclusion of all "the pertinent portions" of each session.

Omissions and Errors...

(Continued from Page 11)

- The policy covers professional acts, errors or omissions regardless of whether an accident results or whether negligence is proven.

- The policy covers every employee of the firm, not just partners or officers.

- The policy covers the architect for any person or firm for whose acts he is liable — such as consultants, other architects, his own employees and others.

- The policy pays for legal defense in full even though this would bring total payments above the limits set in the policy. Neither the limit nor the deductible applies to this cost of legal defense.

- The expense of arbitration is covered in like manner. Neither deductible nor limit applies.

- Immediate medical and surgical relief expenses are covered without regard to liability and in addition to the policy limit.

- The insurance company must obtain the architect's consent before settling or compromising a claim.

- The coverage may be obtained on a worldwide basis.

- The policy can be written to cover the insured retroactively back to the beginning of his practice. In the case of a partnership this applies to each partner separately. The significance of this provision cannot be overemphasized. It was one of the main requirements set up by the A.I.A. Committee.

- The insurance company is not permitted to subrogate against employees of the insured architect.

- The policy may not be cancelled by the company except by registered mail or certified mail and with ten days' prior notice.

- If the company does cancel or refuse to renew a policy, the architect continues to be covered for an additional twelve months on all work done while the policy was in force.

As a practical matter, the A.I.A.-commended policy has other advantages. It is supervised by the A.I.A. Committee and our firm as its consultant. It can be bought in any one of the fifty states through the architect's own insurance broker or Continental agent. The policy is flexible and may be bought with deductibles of \$500.00, \$1,000.00, \$2,500.00,

etc., and limits of \$25,000.00, \$50,000.00, \$100,000.00, and up. The cost of the insurance is reasonable—particularly when the broad scope of coverage is considered.

Unfortunately, things in the area of legal liability have been taking a rather unfortunate turn for the professions, as well as for all business and industry in the area of third party liability. In years gone by, architects actually were bystanders in many suits because of the rule of privity. Today however, the courts are throwing out privity as a defense. Also, modern architectural and engineering practice is more complex than ever with new materials coming into use, etc. No longer can the architect do all the work himself—he must rely on and use the services of others—yet he may be held legally responsible for their work. Adding to the seriousness of the situation is the modern trend for aggrieved persons to seek legal redress for real or fancied injuries.

Whether we like it or not, we must recognize that these conditions exist and be prepared to defend ourselves. Common ordinary prudence calls for a Professional Liability Policy, in sufficient amount and tailored to meet the needs of the profession in today's fast changing world. Fortunately, such a policy is available.

Mr. Starnes—Thank you very much Vic. In developing the program for this Seminar the committee felt it would be of much interest to bring this matter of professional liability into our own local area. Therefore our next speaker is a representative of the legal profession, a native of Florida who was born and reared in Winter Park and who graduated in 1952 from the University of Florida Law School. Formerly he served in the Attorney General's office in Tallahassee, and he now conducts his own law practice in Deland and Venice. I take personal pleasure in presenting Mr. WILLIAM E. SHERMAN.

Mr. Sherman—You have the good fortune to live in one of the most progressive states in the country relative to the interesting problem of liability of architects. But the first thing I wish to talk about is not directly related to liability. It is the way to stay out of court.

I have specific reference to Articles 39 and 40 of your General Conditions and Article 19 of your standard Form of Agreement. All of these relate to arbitration.

When lawyers look at a contract, they have a tendency to think of a court of law as a means of enforcing it. This is proper. But lawyers also tend to think that a court of law is the only means of enforcing a contract; and this is improper. In your contracts you have wisely provided for arbitration as a method of adjusting difficulties without the necessity of a lawsuit.

Until 1957 it was very difficult to make an arbitration agreement stick in the State of Florida. For one thing, the parties did not have to agree to it; and even when they did, our courts made statements to the effect that such agreements were contrary to the jurisdictional requirements of the court and were probably unconstitutional.

In 1957, however, the Florida Legislature adopted an act which was to be known as the Commercial Arbitration Code. Under this act—which incidentally has never been construed by court—you can make arbitration as provided for in your contract a rule of court; and after arbitration has been performed by technical people trained in your field, you can then make this decision a judgment. Granted this is subject to review. However, if the essential legal requirements have been met by the arbitrators in making a finding of fact, the arbitration will stick.

I won't go into cases. But there has been recognition by Florida courts of the effect of an arbitration decision rendered in New York under the provisions of the New York act. And the judgment rendered by the court under the New York arbitration code was enforced here. This was a 1956 case—prior to adoption of our own Arbitration Code, so there's still some of the old language relative to jurisdiction in the case. But I believe that today the Florida courts, under our present arbitration act, will enforce the arbitration provisions of your contract.

So you can now not only arbitrate your dispute with the owner; you can arbitrate the owner's dispute with the contractor under the provisions of your General Conditions. And I sug-

gest this be attempted whenever possible. It will prevent long and involved court procedure and will provide quick determination of the question by technical persons.

I suggest that your local groups select some members to serve as arbitrators—preferably those with long experience and high reputation. But I also suggest that you check with a lawyer before going into arbitration, because the provisions of the Florida statute *must* be followed.

Now—over and above the contract you operate under, you have general responsibilities. These are the responsibilities the law imposes on anyone who attempts to do anything—even gratuitously—for another and involve the exercise of some degree of care and skill in the performance of the particular activity. This has been recognized as the responsibility of all professions—and specifically of attorneys-at-law, architects and accountants.

The landmark case for the entire country that established this principle was started in this state in 1918 and has since been quoted as authority in other states. In establishing that an architect is responsible for errors and omissions in his work, the court formulated two rules. The first is that an architect owes his employer the duty of exercising and applying skill and ability, judgment and taste, reasonably and without negligence, in the preparation of plans and specifications for a proposed structure. This is responsibility under the contract and responsibility for negligent performance of the contract. So there are two possible roads to liability. One is a suit under the contract to enforce it. The other is a suit for negligence which may be brought because of negligence accruing out of the contract. The court held that the proper measure of damages is an amount equal to the difference between the value of the building as actually designed and constructed and the value it would have had if properly designed and constructed. I quote that rule to clarify the limitations of that particular lawsuit.

Now, over and above the liability you have under the contract, there is another rule of law that makes you responsible also for damage or injury which results from a breach of contract and which might reasonably

have been within the concepts of the parties at the time they entered into the contract. This gets over into the question of your liability to parties who are not signatory to the contract.

There are no decisions in the State of Florida directly affecting architects in this regard. Normally you're joined with others—with the contractor and sometimes with the owner—in lawsuits brought by persons injured by various defects in structures. Consequently, your liability will be governed by the same theories and rules that are applied to the contractor. Since your responsibility is coextensive with the contractor's and has been held to be joint where there is any joint negligence, the person attempting to enforce a liability against you and the contractor has the choice of suing either; he is not bound to sue both.

In 1954 the Florida Supreme Court used a suit against a contractor in which a small boy was killed while playing on a construction job to establish in Florida the exception to the general rule that a contractor is not responsible for such an occurrence. The court's decision was based on a very old English case that first established the dangerous instrumentality exception to the rule that contractors are not normally liable for injuries to third parties. This rule was originally modified by the MacPherson case referred to by Mr. Schinnerer and it has been extended here to building contractors.

But more importantly, the court adopted the re-statement of contract rule which now governs the law in the State of Florida. One who, on behalf of the possessor of land, erects a structure—this includes, of course, architects as well as contractors—or creates any other condition thereon is subject to liability to others within, or without, the land for bodily harm caused to them by the dangerous character of the structure or condition after the work has been accepted by the possessor.

Another case is important, too. Here a man sustained injuries caused in some manner by a wash basin in a motel room and sued the owner of the property and the contractor. The Supreme Court said that contractors, vendors and manufacturers are not liable for injuries to third parties after the contractor has completed his

work and the project had been turned over to, and accepted by, the owner. At the same time the court noted there are more exceptions to that rule than there are factual situations for applying it.

Later the case was retried and later still came back to the Supreme Court on appeal. On re-hearing, the court adopted the contract rule just stated—and held that this was not restricted to the dangerous instrumentality theory. The dangerous instrumentality theory is based on the idea that something has been created which is so dangerous that everybody knows it to be dangerous. It started with fire-arms. Our Supreme Court has extended it to automobiles, to airplanes; it has been applied to a lawn chair—and in this case it was applied to a wash basin!

These are exceptions to the general rule which protects you from liability. But there are more exceptions than there are reasons for applying the rule. The current rule is this: If a dangerous instrumentality has been created, or a condition on the property which is so dangerous that it was reasonably foreseeable, then the liability of architect and contractor will continue even after the building has been turned over to the owner. If there is a hidden, latent condition of the building which the owner has not discovered prior to his acceptance of the building, the architect or contractor, or both, will remain responsible for that condition—but only, of course, if there has been negligence—of design, of supervision, or of construction—involved in the performance of their functions.

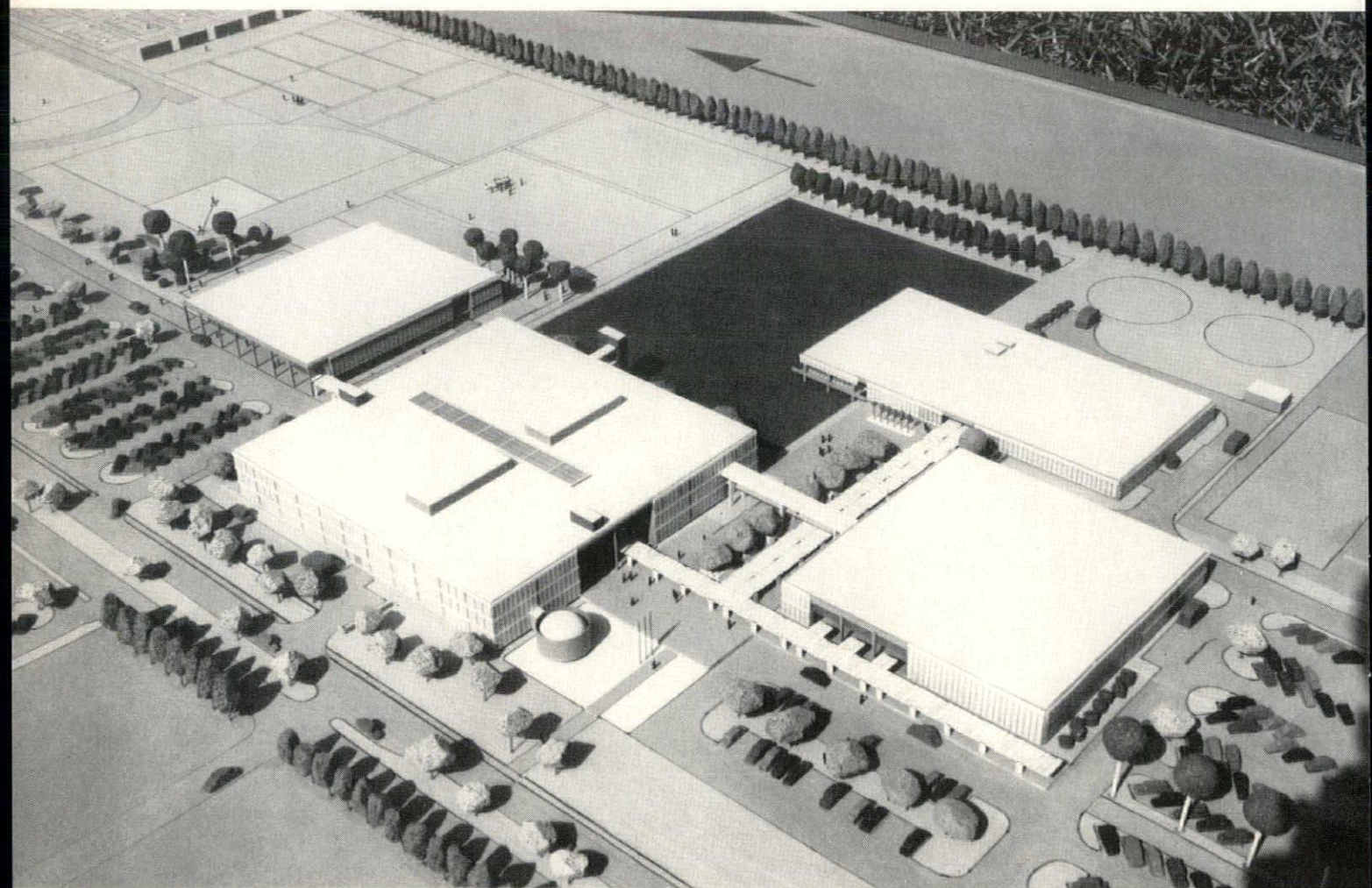
The theory that blocks your liability is equally as clear. If a building defect is open and obvious to the owner while inspecting the building; and if the owner accepts the building in spite of the obvious defect, his acceptance blocks your liability. Here is an illustration of this, a fairly recent case in Miami.

In this, a waitress in a hotel brought suit against the architect, the contractor and the plumber involved in the design and construction of the kitchen. She alleged she was injured because of the design of the kitchen. Between some refrigerators was a damp, slippery alley that she was forced to use between her counter

(Continued on Page 25)

THE JUNIOR COLLEGE PROGRAM...

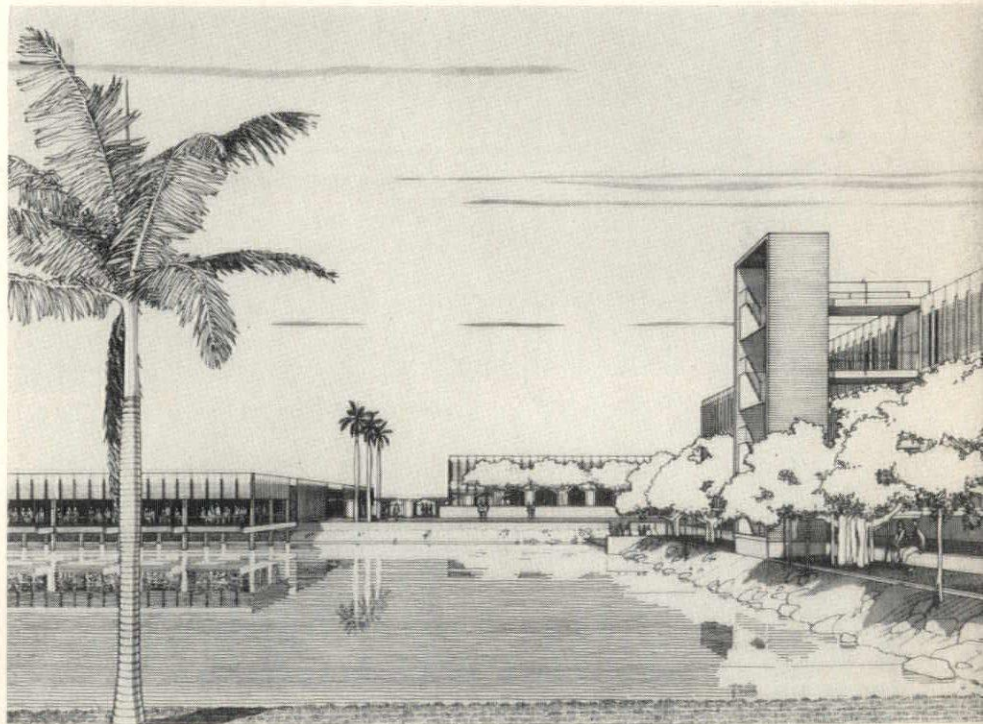
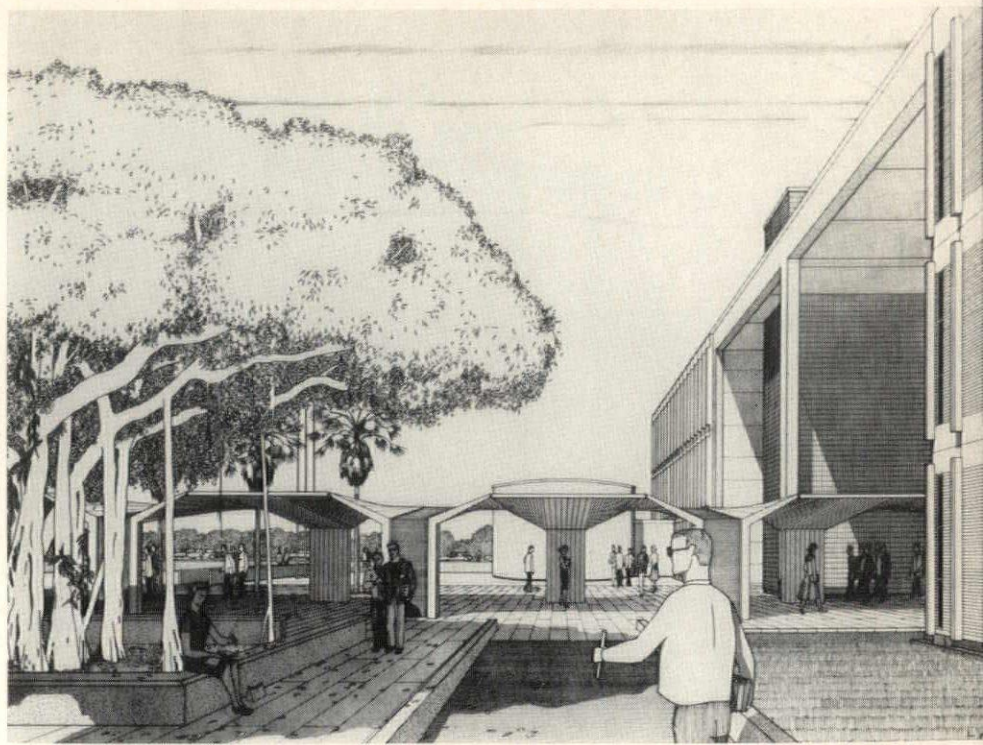
The concept of the Community Junior College is not new in Florida, for the first permissive legislation was passed in 1939 — and amended in 1947 when the Minimum Foundation Program was adopted. But only since 1955 has the Junior College movement received any real official impetus. Then the Legislature authorized a comprehensive study of the subject by the Community College Council which issued a report in 1957. This was an admirably complete study of the need for, the probable future of, and desirable characteristics for a state-wide Community Junior College Program. Since its publication, the recommended program has crystallized into an active and continuing development — hindered as to an orderly progression only by the lack of timely financing necessary for its realization . . . The important point is that Florida is now committed to a Junior College Program. The program has been charted; priorities have been assigned to various localities on the basis of need; and needs are being met as quickly as financial abilities of counties and the state make possible. . . Shown here are the beginnings of two recently authorized Junior College plants. . .



Ultimately the Dade County Junior College will be organized into three plants or teaching centers—a Central unit, a Northwestern unit and a unit serving the southern part of the county. Instructional programs in the first two centers started in September, 1960, and the present construction program is geared toward making the administration building of the Central Center—which will serve also as headquarters for the entire Dade County Junior College complex—available for use by the beginning of the college term in September, 1962.

The campus plan of the Central Center, shown on the facing page, encompasses about 45 acres and includes a three-story administration, academic and library building facing west and flanked on the northeast by a two-story physical education building and on the southeast by a two-story fine arts and technology building. To the east of this latter structure, and fronting on a dredged-out lake—which also is adjacent to the administration building to the west—is a one-story student center. Various playing fields are adjacent to the physical education building to the north, and the building group is virtually surrounded by parking lots.

The administration building, sketches of which are shown on this page, is the first building to be constructed, although most of the site work, including the lake, has been completed. The lake, incidentally, is a design unit of which the architects are justifiably proud. It not only provides a natural grouping-point for the necessary buildings, but it also served the double purpose of draining the land and providing fill for the building locations.



Two views of the projected Central Center of the Dade County Junior College. Above, a view from the east, looking down the mall between the Administration Building and the Fine Arts and Technology Building. At the left is the Student Center. The Fine Arts and Technology Building is in the center across the lake; and the three-story Administration Building is on the right. This building, scheduled for completion in late 1962 will be built with a reinforced concrete framing, precast concrete panels. It will be air conditioned with a high-velocity system; and "windows" will be narrow slits between wall panels.

DADE COUNTY JUNIOR COLLEGE

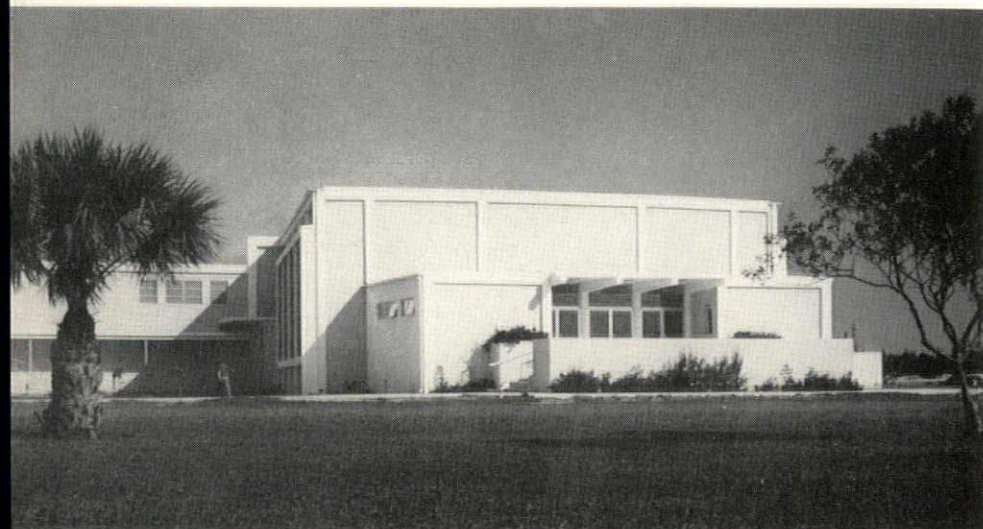
Pancoast, Ferendino, Skeels & Burnham, Architects

OCTOBER, 1961



PALM BEACH JUNIOR COLLEGE

**Frederick W. Kessler
Architect**



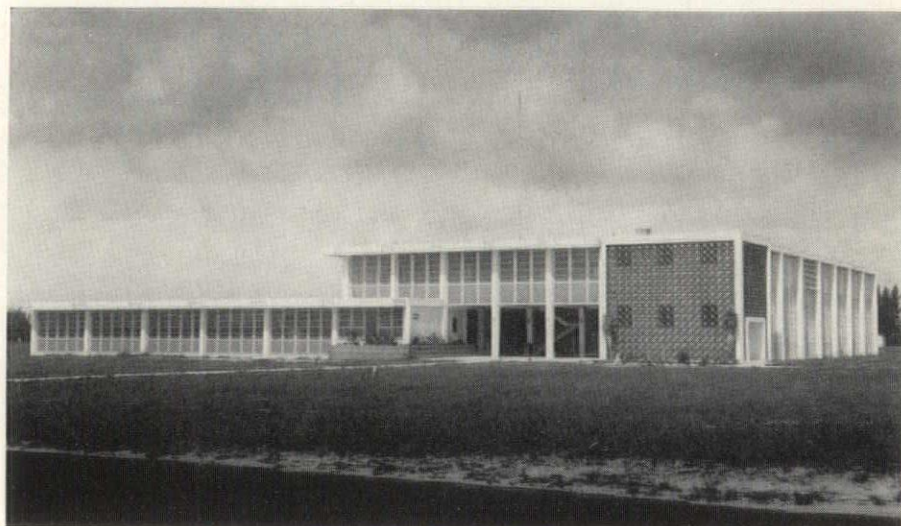
This two-way, fully air-conditioned auditorium was built in 1960 at a cost of \$211,000. It will seat 508 in the enclosed portion and approximately 2,000 in the open-air patio in the rear. It has been planned to provide complete educational facilities for both originating programs and for viewing by the student body. The open air stage is closed by a top-hung aluminum bifold door when not in use. . . . Facing page: views of the new Technical Building with a detail of the inner patio shown above. The structural design has been developed with prestressed concrete floor and roof systems, with cantilevered members forming covered walks. Solar screens have been extensively employed—in part of clay tile, and in part of aluminum louvers.

Founded in 1933, the Palm Beach Junior College is Florida's oldest and is a pioneer development in this special field of education. The initial enrollment was 41; its first graduating class, in 1935 numbered three. By 1956 it had grown to an enrollment of 745 and that year established its first permanent campus—after three temporary locations—on a 114-acre site just west of Lake Worth. Currently the enrollment stands at about 2,300—and even with the added construction which will be made possible if the current appropriation of about \$540,000 is released, the College will still lack some 70,000 sq.ft. of needed instructional area.

Initial construction of the new permanent campus in 1955-56 included an administration building housing offices, library, lecture rooms and general purpose classrooms; a science building housing the department of business and science, including biology, chemistry and home economics; a student center that embodies a lounge and dining area and campus store, and an athletic building—future plans for which include a field house.

Shown here are the most recent additions to the campus, a general view of which is shown at the top of the facing page. They are a Teaching Auditorium, facing page, and a Technical Building, right on this page. The auditorium provides a central stage flanked by both interior and exterior seating facilities on its long axis and a TV studio-classroom and workshop on the short axis. The building is planned for the utmost flexibility of use and can be adapted to a wide variety of TV and stage presentations.

The technical building is two stories high and contains, ranged around a central open patio, a number of highly specialized laboratories and classrooms. On the first floor is a one-story wing for nursing arts and electrical, electronic and physics laboratories, all equipped for a variety of experimental as well as instructional activities. The second floor contains offices, two large drafting rooms and space for generalized instruction activities.

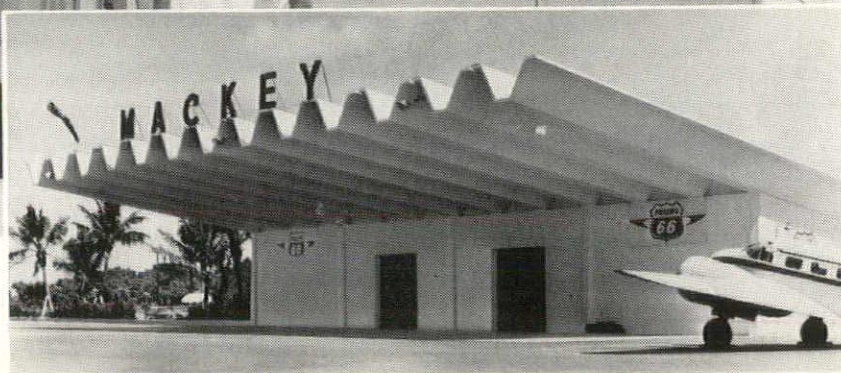


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Architect, George Storrs, Jr.
Photographs courtesy of R. H. Wright, Inc.



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THE FLORIDA ARCHITECT

U/M Announces Plans For International Research Center

Florida has a new research facility. It is called the International Research Center of the University of Miami and plans now well underway suggest that its full development may be one of the most important projects ever undertaken in this state. The International Research Center campus will occupy 100 acres of a 450-acre plot located just a mile north of the U/M South Campus—about at 35-minute drive from Miami's International Airport or the heart of the downtown area. The rest of the land will be divided into 7½-acre plots and will be made available to various industries for the construction of individual research laboratories.

The development program for the new Center is rooted in a concept of cooperative activity between this specialized division of the University and industrial organizations of diverse character. The Center is conceived as bridge linking education and industry.

First it will provide instruction at the graduate level in preparation for masters' and doctors' degrees. Second, plans include the assembly and maintenance of such common facilities as patent files, a scientific library, lecture, exhibit and seminar rooms—and ultimate expansion to include shop facilities, computers and a wide range of scientific equipment for the common use of industrial research teams. However, industries locating at the Center will enjoy complete independence of action; and facilities of the Center will be limited to those necessary for research only. Though pilot plants may conceivably be developed as a result of an extensive research program, the Center will exclude activities of commercial production or fabrication.

Though the Center is a long-time dream for a graduate scientific campus on the part of U/M officials; its physical evolution is the chief interest

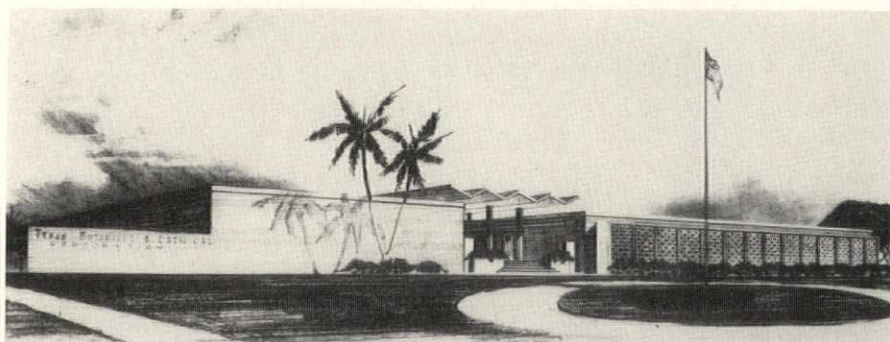


DR. IRVING E. MUSKAT
President, U/M International
Research Center

and responsibility of Dr. IRVING E. MUSKAT, the U/M's recently-appointed Vice President for Research, who now heads the Center as its president. Other Center officers are Dr. ROBERT JOHNS, U/M Executive Vice President, who is working with Dr. Muskat as the Center's Vice President, and HARRY HOOD BASSETT, Chairman of the Executive Committee of the First National Bank of Miami, who has been named as Secretary-Treasurer.

Though the Center's chief target thus far has been scientific and industrial research, facilities of the Center could easily be adapted, according to Dr. Muskat, to a program of investigation and testing of building components and various types of space units. A recent interview with the Center's president highlighted the need for applied research of this type as well as the present lack of any program seeking to establish performance criteria for buildings in terms of their designed-for use and coordinated structural characteristics. Dr. Muskat said he would welcome a building research program sponsored by such a group as the FAA and expressed his opinion that manufacturers of building components would willingly underwrite expenses of conducting such a program.

This recalls the proposal, made in 1957, for the formation of the Florida Foundation for the Advancement of Building. An article in the November, 1957, issue of *The Florida Architect*, by Dr. TURPIN C. BANNISTER, FAIA explained the FFAB program.



Left, tentative layout of the new 450-acre Research Center in south Dade County. The 100-acre Center Campus would be surrounded by 7½-acre plots occupied by research laboratories of industrial organizations. Typical of these is the research building planned for the Texas Butadiene and Chemical Corporation, above, for which Steward-Skinner Associates are the architects.

News & Notes

Proper Use of "A.I.A." . . .

The first of last month the AIA *Memo* carried a lead story on the proper use of the initials "AIA". In essence, none but corporate members of the Institute may use the initials; and only Fellows of the Institute are entitled to use the initials "FAIA". Others must write out their particular affiliation with the Institute, as, for example, "Associate Member of (name) Chapter of The American Institute of Architects" — with the name of the Institute spelled out. Student associate members may not use either initials or the Institute's full name in connection with their own names.

The instructions in the *Memo* were clear enough, except for one point. Some firms, in letterheads and on job signs, have been using the designation "AIA Architects" after their firm name. J. WINFIELD RANKIN, Director of Staff Administration at Institute headquarters, says this is permissible if *all* members of the firm are corporate members of the Institute — otherwise not. For example "Jones and Smith, AIA Architects" would be correct if both Jones and Smith were corporate members. But "Jones and Smith Associates, AIA Architects" would *not* be allowable, since names of the associates are not included in the firm designation —

whether or not the "associates" were actually corporate members of the Institute.

The whole idea, of course, is to confine the use of the "AIA" initials to designate a corporate membership in the Institute only. Since Institute membership is granted only to individuals and not firms, use of the initials by firms should be such as to refer clearly to principals of the firms who are corporate members of the Institute.

AIA Awards Program . . .

The deadline for submission of work in the 1962 AIA Honor Awards Program is drawing near. Those plan-

ning to enter work in the Program should be preparing their material in accordance with AIA instructions recently issued.

November 28 is the deadline for entry slips and registration fees. A fee of \$10 for each building or group of buildings submitted must accompany the entry slip. Both entry and fee must reach Institute headquarters *prior* to the deadline date.

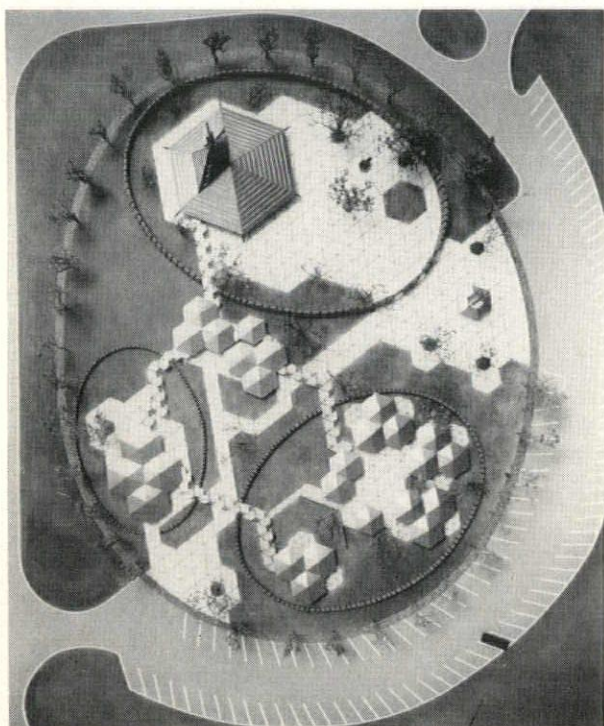
Buildings of all classes completed after January 1, 1957, are eligible for submission. Entries, in brochure form, must reach the Institute office by January 19 for judgement at the Octagon January 29-31. Full instructions relative to the Awards Program



Hank Koch, photos.

New Palm Beach Church Has Three-Compound Layout

In this scheme for the new Grace Episcopal Church at West Palm Beach, Robert B. Browne, AIA, of Miami, has separated the three essential functions of the church — worship, education and social activity — into as many groups and has enclosed each in a compound of stone monoliths. Recognition of the close linkage of all three primary functions is given through the covered walks that join all three compounds. The structure in the worship compound, above, is planned for a congregation ranging from 150 to 450. Exceptionally large overhangs (12 feet) serve to shelter attendance overflow; and top-hinged glazed doors permit side enclosure when needed. . . . Classroom and social units will be constructed of factory-fabricated components and assembled at the site. The complex is hexagonally modulated to provide functional and esthetic versatility; and the concept of the entire layout is to symbolize the Christian abstraction of the Trinity.



and the submission of entries can be obtained from AIA headquarters in Washington. If you've mislaid the folder describing the Program, better send for another before it's too late.

Will We—or Won't We . . . ?

Again this year the Legislature appropriated money for the new building at Gainesville to house the College of Architecture and Fine Arts. And again this year the State's financial cupboard is so bare that this project, along with many others, has not yet been started.

Recently Governor FARRIS BRYANT has bumped into opposition to his proposal for cutting the Gordian knot of this educational building situation by borrowing the needed money. Whether or not the Governor will be successful in putting his plan across remains to be seen. But recently the AGC has been going all out in urging that some action be taken to start the dirt flying. The Miami and Jacksonville Chapters have been particularly active; and recently ROBERT MUNSIE, manager of the Jacksonville Chapter, received this letter from the Governor.

"I have your letter of August 29, 1961, and I am sure that by now you have seen the newspaper publicity concerning my proposal for the financing of the construction for the building of Architecture and Fine Arts at the University of Florida.

"I hope that your organization, AGC, and others in Florida can see fit to support my overall plans for the promotion of higher education in Florida."

It is probable that Governor Bryant would welcome opinions on his plans from any quarter. If you believe his financing proposal to be a sound and practical one that could bring the much needed building into existence soon, why not say so in a letter to him?

New Ruling on Seal by Hotel & Restaurant Comm.

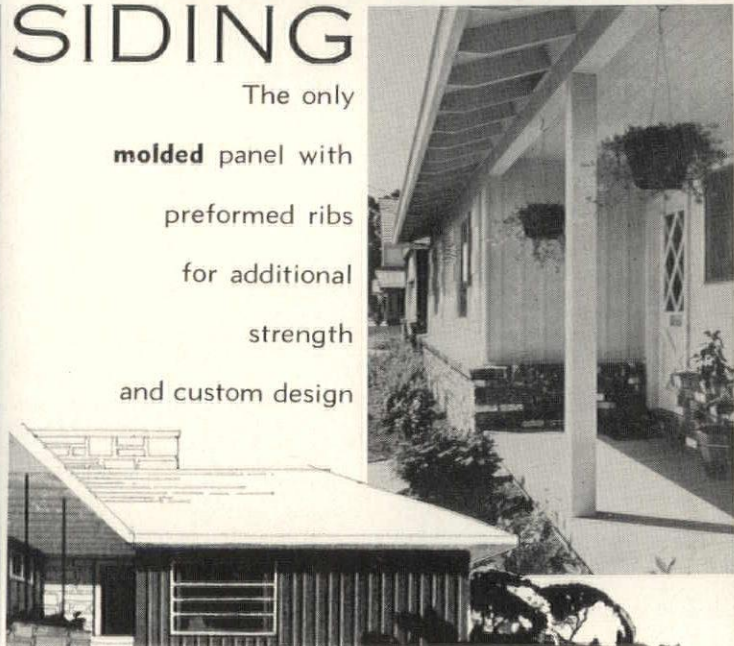
The State Hotel and Restaurant Commission will no longer issue permits for construction unless the application for a permit has been sealed as well as signed by the designing architect. Formerly the Commission's Supervising Architects would accept an application without an architect's seal, provided the architect's signature appeared on the application. In clar-

(Continued on Page 22)

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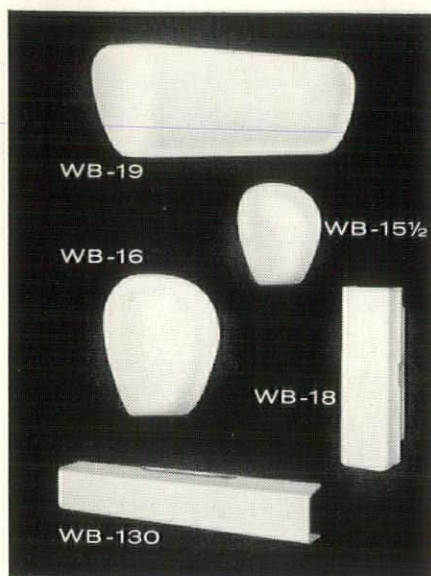
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News & Notes

(Continued from Page 21)

ifying the use of an architect's seal on applications, LEWIS M. HITT, the Commission's Supervising Architect in Miami, cited Rule 2.5 of the Commission's Rules on Construction as authority for the new requirement.

Coming up . . . !

Encouraging figures come from the F. W. Dodge Corp. relative to contracts for future construction in the metropolitan Miami area. During July — the most recent period covered by current Dodge figures — these were up a whopping 61 percent over the volume for the same period last year. Heavy engineering contracts were not included in the figures.

Dodge reported non-residential contracts in Dade County increased 28 per cent this year as compared to July last year. Residential contracts showed an even sharper upturn — a 74 per-

cent increase over last year. Cumulative totals of building contracts in Dade County for the first seven months of this year showed a 5 percent increase over the corresponding period last year.

It's true that Dade County isn't all Florida. But it has often proved to be the state's bellwether in the past. Thus the rising trend of building there is indicative of increasingly healthy conditions throughout the state.

Changes . . .

ROBERT E. ROLL has moved his office to the Amdur Building, 40 S.E. 1st street, Boca Raton. The phone number, 395-050, remains the same.

ROBERT M. SHRUM has moved his office to the Fairmont Building, 1100 N.E. 125th St., North Miami. His new telephone number is PLaza 1-5524.

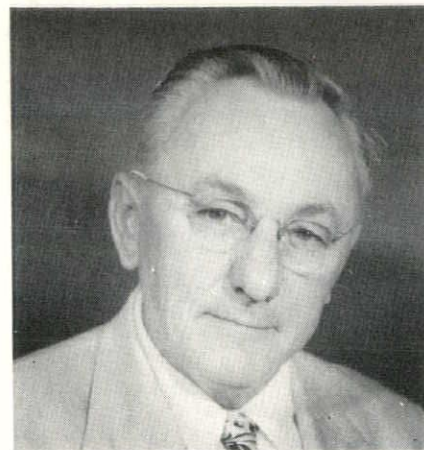
PAUL GRUPP has moved to new offices at 1190 N.E. 125th St., North

FREDERICK G. SEELMAN — 1889 - 1961

FREDERICK G. SEELMAN, AIA, a charter member of the Palm Beach Chapter (founded in 1947) and a practicing architect in Palm Beach since 1925, died September 5, 1961, at his Palm Beach home. He would have been 72 December 9th of this year.

Born in Nurnberg, Bavaria, he came to the United States near the turn of the century, studied in New York City and graduated from the Columbia College Atelier in 1916. After military service in World War I and a period of travel, he joined the Palm Beach firm of Treanor and Fatio and from 1925 to 1940 worked there as an associate and full partner. In 1940 he opened an office under his own name and maintained it for more than 20 years until his death. Much of his practice was in the field of large residences and Catholic churches and institutional buildings; and in the latter category, particularly, he was the recipient of several design awards.

Throughout his active professional life he found time to serve his profession and community. A corporate



Rabe's Studio

FREDERICK G. SEELMAN, AIA

member of the AIA since 1943, he acted in many capacities for the Palm Beach Chapter and was president of the FAA for 1936-37, prior to the Association's affiliation with the Institute as a State organization. He was a member of the Palm Beach Chamber of Commerce dating from 1948, was a charter member of the Palm Beach Rotary Club and during 1952-53 was Commodore of the Palm Beach Yacht Club.

RESERVE EARLY!

If you haven't already done so, make the reservation for your Convention stay at the Boca Raton Hotel at once. Better drop everything and do it now! The Convention is closer than you think—and although the hotel has ample space, early reservation will get you a preferred room location. It will also be a help to your Convention Committee in planning and will avoid last minute hurry and confusion on your part. . . . So — why don't you **DO IT NOW!**

Miami. The telephone remains the same PLaza 4-6459.

The architectural firm of ANSON & KERR have opened a new office in the Everglades Bank Building, 1610 S. Andrews Ave., Ft. Lauderdale. The new telephone number is Jackson 5-3238.

R. CARROLL PEACOCK has opened a new office for the practice of architecture at 324 Royal Palm Way, Palm Beach. Telephone number is 838-3838.

The firm of ARMSTRONG, PRYOR AND ASSOCIATES have moved their offices to Suite 200, First National Bank Building, Stuart, Florida. The mailing address is P.O. Box 445, Stuart; and the telephone is unchanged, ATwater 7-3533.

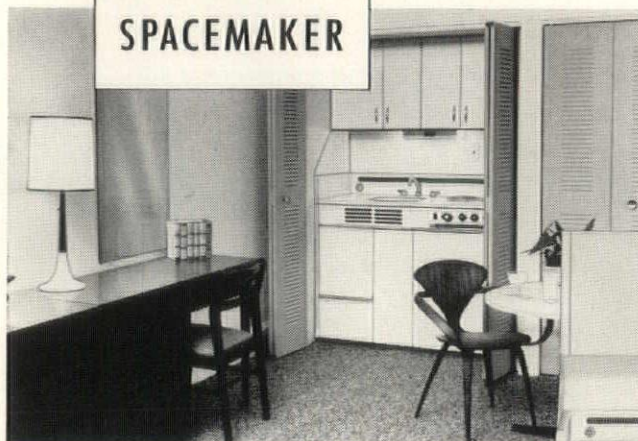
GEORGE D. STORRS, JR., has moved to larger quarters at 1429 N. Federal Highway, Fort Lauderdale. His phone is unchanged, LOgan 4-2094.

Significant quotes . . .

"The architect remains the key to architecture. Whether he is a form-giver, who perhaps *develops* a technique, such as MIES, GROPIUS, LE CORBUSIER; or a form-adapter, who *perfects* that technique, such as a BUNSHAFT, a NETSCH, a PEI, a KAHN, a SAARINEN; or a form-user who carries the technique to a wide *application*, such as a ROTH—he is the man who is going to determine, in the long run, where our building-construction technologies are going. And I don't mean to imply that he will

(Continued on Page 24)

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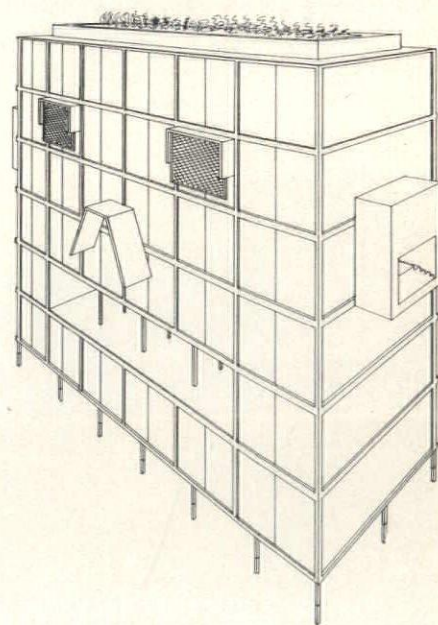
"The Scourge of the Curtain Wall..."

EDITOR, FA:

After reading your September issue and your plea for cover material, I decided to submit a satirical cartoon that has long been on my mind. To me, the enclosed drawing, "The Scourge Of The Curtain Wall," is a humorous view of the head of the average American after 25 years of living, working and playing in curtain wall buildings. By this time, his head will adapt completely to the unimaginative environs in which he dwells: his head becomes a curtain wall facade; his eyes, solar screens; his nose, a pre-cast concrete form; his mouth and neck, pilotis, and his hair, a roof garden. I thought that you might have some use for it; if not for a cover, perhaps for an inside cartoon.

This June, I graduated from Miami Beach High School and am beginning to attend the University of Florida, where I will major in architecture.

I have only received your magazine for three months, but I feel it is very informative and of extremely high



value to the student. I only wish that more of the member architects would take the time and effort to submit more articles, as Mr. Kenneth Treister has done.

EDWARD MARC TREIB
Miami Beach

News & Notes

(Continued from Page 23)

decide this on an arbitrary basis. He will decide it on an artistic, on a technological, and on a business basis." —THOMAS H. CREIGHTON, FAIA, editor, P/A, in a speech before the Metal Curtain Wall Clinic at the 23rd Annual Convention of the National Association of Architectural Metal Manufacturers, April, 1961, at New York.

"We can be grateful for one great, new overwhelming fact. For the first time in history, architectural and engineering design are absolutely essential elements in the planning and building process. . . . Today the word *building* is scarcely adequate to describe what we produce. What we are creating are single, specialized-use inventions designed to meet ever-rising standards of performance. The cost of human time has multiplied so sharply that buildings inefficient to purpose cannot be economically tolerated."—Philip Will, Jr., FAIA, in a speech at the 5th Annual Convention of the CSI, New York, May, 1961.

To The Ladies...

(Continued from Page 6)

their convention program as a very important part of the overall activities. No longer are the wives seated in the audience at banquets and luncheons nor are they shunted off on tours of nearby tourist attractions as a sole means of entertainment. Instead they have been welcomed at business meetings and seminars, and this is particularly true of recent FAA conventions.

Because the Association itself seems interested in welcoming the ladies to active participation in its convention program, we are hoping that this will provide the impetus for a wonderful turnout of architect's wives from all over the State. The program sparkles with the names of well-known architects and allied professionals and will be stimulating, informative and thoroughly enjoyable. Of course, there is a definite program directed to the ladies as well, which we know you will all be interested in.

The Boca Raton Club and all its facilities can be a "program" in itself. It is a masterpiece of Old World

architecture, although actually constructed at the time of Florida's great boom. Until you have seen this beauty spot, you will think only Europe contains operations of this type. For those who dislike contemporary forms, it is a welcome relief; for those who are contemporary buffs, it presents a challenge—how could it be improved in luxuriousness? Everywhere you turn there are new vistas, new nooks and niches to investigate, top fashion shops to browse through.

Because the convention is being planned on the "American Plan" including three meals, the ladies' activities will be confined to the hotel, cabana club and the spacious grounds. Of course your hostesses will have transportation available for any ladies who care to make a trip to Palm Beach, Fort Lauderdale, or just to tour the Boca Raton area. But with a mile-long beach and beautiful cabana club available, luxurious tropical gardens, an 18-hole golf course, archery, croquet, card rooms, hospitality areas, etc. we feel your convention stay will be too short to take it all in and that you will return home with your head in a whirl.

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We are being especially honored this year by the presence of Mrs. PHILIP WILL, wife of the President of the American Institute of Architects. In addition we will be welcoming other Board members' wives and speakers' wives. They will be coming from all over the United States to join us in our fun and festivities. We know that you ladies will have a wonderful, relaxing time at our convention. Be sure to make your reservations early; pack your resort and party clothes and come!

Omissions and Errors...

(Continued from Page 13)

position and the kitchen. She slipped, fell and hurt herself. She did not sue the hotel because she was probably already covered by workmens' compensation.


The court held here that this condition was an open and obvious one and one that had been accepted by the hotel owners when they accepted the building after construction had been completed. So, it became the owner's duty to remedy the condition; and the approximate cause of the injury to the waitress was the negligence of the owner in failing to correct the condition after he had accepted it. If this defect had been hidden, or if it had been so inherently dangerous as to fall into the category of a dangerous instrumentality—which includes automobiles, lawn chairs and wash basins!—the liability of the defendants would not have been blocked by the acceptance of the owner.

Finally, let me offer three recommendations. First, to protect yourself from liability in a growing situation, insure. Second, make of yourself as small a target as possible—that is, try to protect yourself from personal liability by arranging your assets in such a fashion that you do not hold a lot of property susceptible to judgment. Third, try, as a group, to implement arbitration. This last will probably not help you in court matters—purely court matters such as are created when someone is injured. But it will be of great assistance in keeping you out of court on matters involving construction.

(Continued on Page 26)

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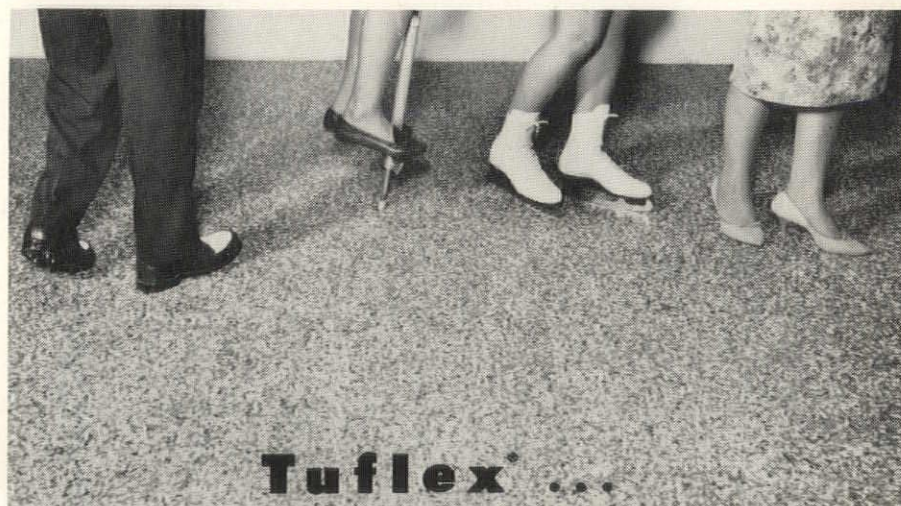
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1...If you change jobs or move your home to another location, get a change-of-address card from your local Post Office and mail it to us.

2...If you join an AIA Chapter, tell us about it, listing your current address. Busy Chapter secretaries sometimes forget to file changes promptly.

Don't let yourself become an "unknown", a "moved", or a "wrong address"....

Omissions and Errors...

(Continued from Page 25)

As in previous sessions, a question and answer period followed the talks by panelists. Part of this audience-participation discussion included some general observations and commentary that was not directly pertinent to the main thesis of the session. These have not been reported; and questions have been briefed to clarify their relation to certain points relative to the context of the panelists' talks.

Q—Suppose a window had been placed in such a position relative to paved walks close to a building that, when opened, it constituted an obstruction to people using the walk. Is this a case in which the danger of injury is so obvious that the passerby is responsible for his own welfare—and not the owner or architect of the building?

A (By Mr. Sherman)—In the case of an obvious obstruction such as you describe, the person who runs into it will, normally, be guilty of contributory negligence. Under our common law doctrine this is—with a few exceptions—a complete bar to recovery. Basically it is a good defense and in the case of an obvious defect such as you mention would prevent liability. As to the defect becoming the responsibility of the owner, I feel he would be responsible if he had noted the defect—that is the danger of the open windows—during his inspection of the building and had accepted it as part of the completed building. The designer and contractor would then be absolved of responsibility for the defect even if contributory negligence did not hold as a defense.

Q—This case involves use of a slightly raised threshold between dissimilar floor surfaces in a corridor and wash room. During the construction period this was thought to be no more critical than the normal threshold in a carpeted doorway. But an elderly woman, in entering the wash room, tripped on the threshold, fell and broke her arm. Can she collect damages from the building owner, or is this the same sort of obvious danger as the open window?

A (By Mr. Sherman) — Certainly suit could be brought against the owner. Whether or not he would be held responsible depends upon a number of circumstances outside of this discussion—because there are different levels of liability that might be involved. But I believe the architect and contractor would be absolved, because this defect was open to the owner.

Here is another illustration of this principle. Suppose you design a floor with a step giving it two levels; and suppose you carefully mark the two levels with different colors specifically so people will not miss the step and trip over it. If the owner subsequently paints both levels the same color so the step is difficult to see and thus becomes a source of potential injury, you are not responsible for any design error. There has been produced an intervening cause of possible injury. By the same token, if the owner had done something to extenuate this particular difficulty, he would be responsible.

Q—Does professional liability insurance offer protection for loss of life occasioned by failure of construction due to design errors—such as the collapse of a stair?

A (By Mr. Schinnerer)—Yes.

Q—Is there logic in requiring consulting engineers with whom architects work to carry professional liability insurance similar to that of the architect?

A (By Mr. Schinnerer) — There certainly is. The new architect-engineer agreement states that each party will insure. But existence of insurance in itself isn't a cureall. A case we now have will illustrate this. An architect hired an engineer for structural work, but in due course the owner refused to accept the building because of obvious structural defects. Anticipating this possibility, the architect had held back an amount from the engineer's fees sufficient, he believed, to cover the cost of removing the defects.

But the engineer's mistakes were not limited to his technical activities. He had neglected to pay his bills—including his withholding tax to Uncle Sam. So Uncle Sam attached the funds held by the architect. As

prime professional the architect was responsible for seeing the defects were made good. Thus, through the failure of the engineer this perfectly capable architect now finds himself liable for some \$30,000—all of which could have been prevented had he used a bit more care in the selection of his engineer.

Two points are involved here. First, be sure the engineer you select is financially responsible. Second, he should carry insurance to cover his part of the professional liability.

Q—If we carry professional liability insurance what should the limits of liability be?

A (By Mr. Schinnerer) — The architect should not specify limits of liability under any circumstances. This is the responsibility of the owner and his insurance consultant. The owner hires the architect to do a specific job of architecture, not to be his insurance counsellor. If an architect specified limits of liability that proved to be inadequate, this type of claim would not be covered by his professional liability insurance.

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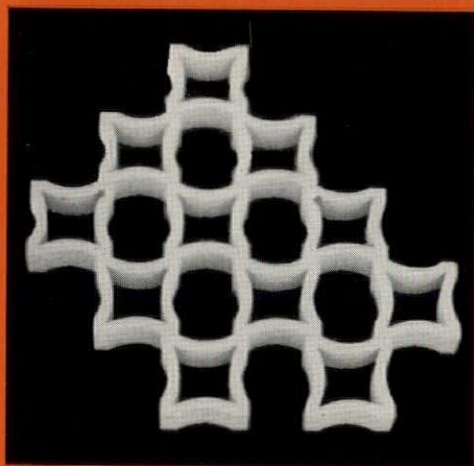
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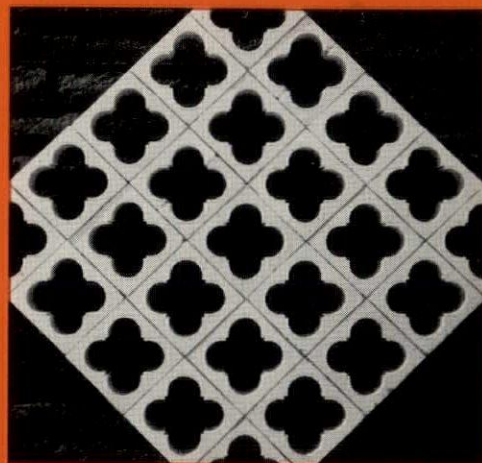
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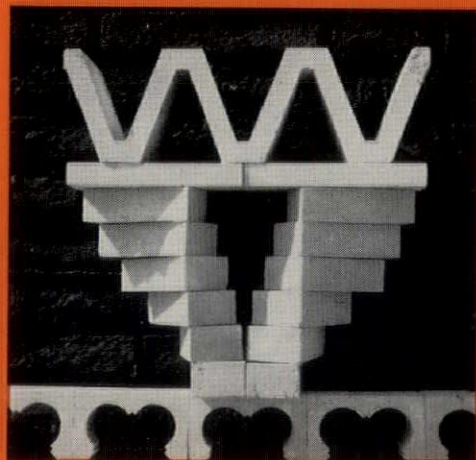
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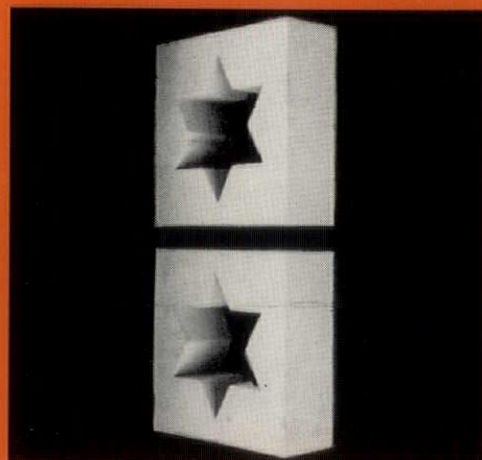
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